



NOTICE OF REGULAR MEETING AND AGENDA
Nacogdoches City Council
5:30 p.m., Tuesday, April 3, 2012
City Council Room – City Hall - 202 E. Pilar Street

PLEASE LIMIT PRESENTATIONS TO THREE MINUTES
(UNLESS PRIOR APPROVAL IS OBTAINED)

1. Call to order.
2. Invocation.
3. **PRESENTATIONS AND RECOGNITIONS:**
4. Items to be removed from Consent Agenda.
5. **CONSENT AGENDA:** Items included under the Consent Agenda require little or no deliberation by the Council. Approval of the Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes from regular session of March 20, 2012. (City Secretary)
 - B. Adopt proclamation designating April as "Fair Housing Month" pursuant to Title VIII of the Civil Rights Act of 1968, as amended. (Grant Coordinator)

REGULAR AGENDA:

6. Consider Interlocal agreement between the City of Nacogdoches and County of Nacogdoches for a Consolidated Communication Center for public safety. (Police Chief)
7. Consider Interlocal agreement with Nacogdoches County for Assistant Municipal Court Prosecutor services. (City Attorney)
8. Consider an Ordinance amending Ordinance No. 1576-9-11 to amend the FY 2011-12 budget to allow expenditure of funds given to the Judy B. McDonald Nacogdoches Public Library from the estate of Connie L. Moses. (Interim Library Director)
9. **EXECUTIVE SESSION:** Deliberation regarding real property - Discuss acquisition of the previous Texas National Guard Armory located at 1028 Armory Drive, Nacogdoches, Texas, as per G.C. Section 551.072. (City Manager)
10. Open for action, if any, on Item No. 9.
11. Adjourn.


Lila Fuller, City Secretary



This agenda is posted as required under G. C. Section 551.041. For more information or a copy of the Open Meetings Act, please contact the Attorney General of Texas at 1-800-252-8011; the City Secretary at 936/559-2504 or visit the City of Nacogdoches web site at www.ci.nacogdoches.tx.us.

The Nacogdoches City Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (936) 559-2504 or FAX (936) 559-2912 for further information.

CERTIFICATION

I certify that the above notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on Friday, March 30, 2012 at 5:00 p.m.

Lila Fuller, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the directory outside of City Hall on the ____ day of April 2012.

Name: _____ Title: _____

ITEM NO. 5-A

CITY OF NACOGDOCHES AGENDA INFORMATION SHEET:

PROJECT: **CONSENT AGENDA:** Consider approval of minutes from regular session of March 20, 2012.

MEETING DATE: **April 3, 2012**

CITY CONTACT: Lila Fuller, City Secretary - 559-2504

ATTACHMENTS: **Minutes**

DRAFT

MINUTES
Regular Session
Nacogdoches City Council
March 20, 2012 – 5:30 p.m.
City Council Room – City Hall
202 E. Pilar Street

Regular Session:

Those Present:

Mayor Roger Van Horn, Council members Shelley Brophy, William Sanders, Bob Dunn and David Norton; City Manager Jim Jeffers, City Attorney Rob Atherton and City Secretary Lila Fuller.

Call to Order.

Mayor Van Horn at 5:30 p.m. A quorum was established.

2. Invocation.

Mayor Van Horn gave the invocation.

3. Presentations and Recognitions.

Mayor Van Horn presented a proclamation to Samantha Mora and Kinnie Douglas representing the American Cancer Society Relay for Life event, recognizing March 30-31 as "Relay for Life" days in Nacogdoches.

4. Items to be removed from the Consent Agenda.

None.

5. CONSENT AGENDA: Items included under the Consent Agenda require little or no deliberation by the Council. Approval of the Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendation as reflected in the minutes of this meeting.

A. Consider approval of minutes from regular session of March 6, 2012.

Approved as presented.

B. Consider Resolution canceling the Southwest Ward City Council election scheduled for May 12, 2012 and declaring the unopposed candidate elected.

Adopted as presented. (Resolution No. 1120-3-12)

C. Consider the purchase of a 2011 Ford F-750 XLT from Chastang Ford.

Authorized purchase through HGAC Buyboard to Chastang Ford in the amount of \$55,986.00. (Acct 30.174.00)

Council member Brophy moved to approve the Consent Agenda as presented. The motion was seconded by Council member Sanders and unanimously passed.

Minutes unofficial until accepted by City Council

REGULAR AGENDA:

6. Consider City support for the 2012 Texas Blueberry Festival and authorize a resolution requesting TxDOT to close Main Street for the event.

Larissa Philpot introduced the item and stated the same services were being requested by the city as last year. She stated a resolution should be adopted requesting TxDOT to close Main Street for the event.

Bruce Partain and Michelle Smith appeared and gave statistics from the 2011 Texas Blueberry Festival. Ms. Smith stated this year's event was set for Saturday, June 9 and posters created by local school children would be used to promote the event.

Council member Norton moved to approve the request of the Texas Blueberry Festival for city services and adopting a resolution requesting TxDOT close Main Street for the event. The motion was seconded by Council member Brophy and unanimously passed. (Resolution No. 1121-3-12)

7. Consider an ordinance amending Chapter 50 "Historic Preservation", Article III "Redevelopment" of the Nacogdoches Code of Ordinances to readopt the historic preservation tax abatement program.

Larissa Philpot, city planner, stated the ordinance would adopt again the existing program with no changes. She stated law requires that it be adopted every two years, which would extend it to 2014.

Council member Dunn moved to adopt the ordinance amending Chapter 50 "Historic Preservation", Article III "Redevelopment" to readopt the historic preservation tax abatement program. The motion was seconded by Council member Norton and unanimously passed. (Ordinance No. 1592-3-12)

8. Consider dropping from Stage 2 to Stage 1 of the Drought Contingency Plan.

Steve Bartlett, city engineer, gave an update of Lake Nacogdoches which was 5.3 feet below normal pool, or at 74% of lake volume. Bartlett stated this was about the same level as this time last year.

He reviewed the Drought Contingency Plan that went into effect at Stage 1 on August 1, 2011. He stated Stage 2 had been implemented on March 1, with 95% of water customers not seeing a change in their billing. Bartlett continued to explained how lake full usually happened in March and there were diminished projections for the summer drought, although a severe drought was still anticipated.

He stated staff would support consideration of dropping from Stage 2 or Stage 1 of the Drought Contingency Plan at this time and continue with all planned well projects, as it was in the city's best interests to secure water for the future.

City Manager Jeffers explained the water billing cycle and that anyone who had been billed at the ascended water rate due to being in Stage 2 would be credited, as the regular rates would be effective immediately.

Council member Brophy moved to revert to Stage 1 of the Drought Contingency Plan and to credit water customers who were charged ascending water rates under Stage 2. The motion was seconded by Council member Sanders and unanimously passed.

9. Consider cost of living adjustment for full-time City employees.

City Manager Jeffers stated no employee raises had been granted in three years, however the positive financial condition the city was experiencing would allow for a 3% cost of living raise for each full-time employee effective April 1. He stated the cost, including benefits, would be \$214,050 for the remainder of this fiscal year.

Council member Dunn moved to approve a 3% cost of living adjustment for full-time city employees effective April 1, 2012. The motion was seconded by Council member Norton and unanimously passed.

Minutes unofficial until accepted by City Council

10. Consider adoption of budget amendment to cover cost of living adjustment for full-time City employees.

Jeffers stated a budget amendment was needed to cover the 3% cost of living adjustment previously approved. He stated the funds would be divided as follows:

General Fund	\$	172,040
Utility Fund	\$	28,250
Sanitation Fund	\$	10,320
Other Funds	\$	3,440

Council member Brophy moved to authorize a budget amendment as presented to cover the 3% cost of living adjustment for all city employees effective April 1. The motion was seconded by Council member Sanders and unanimously passed.

9. Adjourn.

Mayor Van Horn adjourned the meeting at 6:00 p.m.

Mayor Roger Van Horn
City Council
City of Nacogdoches

ATTEST:

Lila Fuller, City Secretary

Minutes unofficial until accepted by City Council

**CITY OF NACOGDOCHES
AGENDA INFORMATION SHEET:**

- PROJECT:** **CONSENT AGENDA:** Adopt proclamation designating April as Fair Housing Month pursuant to Title VIII of the Civil Rights Act of 1968, as amended.
- MEETING DATE:** April 3, 2012.
- DESCRIPTION:** Adopt proclamation pursuant to Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares is a national policy to provide, within constitutional limits, for fair housing in the United States.
- RECOMMENDED ACTION:** Receive proclamation and approve its publication in accordance with Federal Fair Housing regulations for all TCDBC grants.
- CITY CONTACT:** Stacy Corley, Grant Coordinator 559-2570
- ATTACHMENTS:** Proclamation designating April as Fair Housing Month

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, the National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, **THEREFORE BE IT PROCLAIMED**, that I, Roger Van Horn, as Mayor of the City of Nacogdoches, do hereby declare April as

Fair Housing Month

in Nacogdoches, Texas, and urge all citizens to become aware of and support the Fair Housing law.

**CITY OF NACOGDOCHES
AGENDA INFORMATION SHEET:**

PROJECT: Consider Inter-local Agreement between the City of Nacogdoches and the County of Nacogdoches for a Consolidated Communication Center for public safety.

MEETING DATE: April 3, 2012

DESCRIPTION: The Consolidated Communication Center will combine the City and County public safety dispatch functions into one center to be located at the Nacogdoches Police Department. The project will combine what is currently two Public Safety Answering Points (PSAP) into one location allowing for more efficient and consistent communication services to the community.

COST: -0-

SCHEDULE: The current goal is begin consolidated operations by October 1, 2012.

RECOMMENDED

ACTION: Approve

CITY CONTACT: Jim Sevey, Chief of Police, 936-559-2601

ATTACHMENTS: Copy of inter-local agreement

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NACOGDOCHES, TEXAS
AND THE COUNTY OF NACOGDOCHES, TEXAS
(CONSOLIDATED COMMUNICATIONS CENTER)

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this ____ day of _____ 2012, by and between the City of Nacogdoches and the County of Nacogdoches, hereinafter referred to as "CITY" and "COUNTY" and also referred to in this agreement as "PARTICIPATING AGENCIES" respectively both of which are acting herein through its duly authorized officials.

WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the use of interlocal cooperation agreements between and among governmental entities; and

WHEREAS, this Interlocal Contract is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as otherwise provided herein, relative to combining the City's and County's public safety communications units (commonly referred to as "dispatch") into a consolidated entity. All public safety communications will operate from the newly formed Consolidated Communications Center hereinafter referred to as "CCC" and will include all law enforcement, emergency management, and fire service communications of City and County. Public works, road and bridge, and other non-public safety services will be excluded from this agreement except non-public safety entities engaged in an emergency management operation; and

WHEREAS, the governing bodies further find that the performance of this contract is in the common public interest of both parties.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section I. EFFECTIVE DATE

This agreement shall effective the 1st day of October, 2012, contingent upon the appropriation of funds by the governing body to fulfill the requirements of the agreement. If the governmental entity, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for funding the CCC, the agreement shall terminate on the last day of the fiscal year for that governmental entity for which funds were appropriated.

Section II. LOCATION

The Consolidated Communications Center will be located within the City Police Department (NPD) located at 312 W. Main St., Nacogdoches. The location may change with consent of City Manager and County Judge.

Section III. MANAGEMENT

The Consolidated Communications Center (CCC) will be managed by NPD and all operations of the CCC will adhere to NPD directives. All employees of the CCC will be City employees and will be subject to NPD and City personnel policies and procedures.

Section IV. EQUIPMENT

Participating Agencies are responsible for purchasing and maintaining its own communications equipment to include portable, mobile, and base radio equipment. Participating agencies agree that any damage to another

Participating Agency's equipment or property during installation, maintenance, operation, or removal will be repaired by the Participating Agency responsible for the damage.

Section V. UTILITIES, JANITORIAL, GENERAL MAINTENANCE

The City will pay all utilities, janitorial and general building maintenance costs as long as CCC remains in a City facility. In the event the CCC is no longer in a City facility these costs shall be divided equally between participating agencies.

Section VI. LEASE OF PROPERTY AND RENOVATIONS

City stipulates as long as CCC remains in a City building, no rent will be charged. Renovations and major maintenance issues will be divided equally between Participating Agencies after agreement is reached as to the necessity of the renovation or maintenance item between Participating Agencies.

Section VII. ACCIDENTAL DAMAGE

Equipment or property damaged by accident (weather related, fire, or unforeseen instances) will be replaced/repared by Participating Agency that owns the equipment or property.

Section VIII. PERSONNEL AND FINANCIAL OBLIGATIONS

All personnel assigned to the CCC are City employees and the salary and benefits will be divided between the Participating Agencies. See ATTACHMENT-A for personnel costs.

Personnel costs will be prorated over 12 months payable by the 10th of each month:

Overtime:

No overtime is calculated in ATTACHMENT-A. Overtime costs will be determined at the end of each fiscal year and will be equally divided between Participating Agencies with the overtime reimbursement due to the City within 30 days after billing.

Pay and Cost of Living Adjustments:

CCC employees will be subject to pay increases, cost of living adjustments (COLA), and associated benefit costs as City deems appropriate. City shall be transparent with Participating Agencies, affording adequate time to budget for increased salaries.

Section IX. DISPUTES

There may arise an occasion where a Participating Agency may have a complaint regarding policy or quality of service. A complaint may address an agency-wide issue or the performance of an individual. Participating Agencies will conduct a monthly meeting to be held at NPD on the 4th Thursday of each month to discuss policy, procedure, challenges, or other pertinent issues. The CCC Committee will be comprised of following:

- Chairman- NPD Communications Supervisor.
 - Assembles and distributes meeting agenda.
 - Facilitates resolution of complaints, problems.
 - Prepares reports in accordance with Agreement.
 - Insures accurate meeting notes are maintained.
- Participating Agency Representatives
 - Submit agenda items for monthly meetings.

- Liaison to their agency regarding CCC operations.
- The CCC Committee has no direct authority over CCC employees. If a situation exists where a Participating Agency believes that an employee of the CCC is acting in a manner that creates an unsafe condition that is likely to continue if action is not taken, the Participating Agency will immediately contact the on-duty CCC supervisor for action. The CCC supervisor will immediately notify the on-duty NPD Command Staff officer who will assist in determining the best course of action.
- The City and County shall each have one representative representing its respective fire department(s) and one representative representing its respective law enforcement agency(ies).
- The County representatives shall be appointed by the Commissioner's Court and the County Judge.
- The City representatives shall be appointed by the NPD Chief for the law enforcement agency representative and the Nacogdoches Fire Department Chief for the fire department representative.
- Any type agency allowed to participate in the CCC at a later date will be given one representative and an Agency Head will be designated at the time a new type agency enters into this Agreement.

Section X. UNRESOLVED DISPUTES

Any unresolved disputes of the CCC Committee will be documented and submitted to the City's Police Chief and County Sheriff for resolution. If the Police Chief and County Sheriff cannot resolve, the matter will be submitted to the City

Manager and County Judge. The decision of the City Manager and County Judge is binding.

Section XI. TERMINATION

A party to this Agreement may terminate this Agreement after providing 365 days written notice of termination to the other party as provided in Section XVIII of this Agreement. This Agreement may be terminated at any time by mutual written consent of the Parties. This Agreement may also be terminated by either party upon material breach of its terms which is not cured by the breaching party within 180 days of written notice of such breach by the non-breaching party. All Participating Agencies maintain ownership of property purchased by the Participating Agency, but in no case may a withdrawing Participating Agency remove any item including property, software, or items of value that will render the CCC or any communications equipment inoperable or that limits or diminishes the operability of the CCC.

Section XII. IMMUNITY

It is expressly understood and agreed that in the execution of this agreement, neither COUNTY nor CITY waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

Section XIII. RELEASE OF CLAIMS/SUBROGATION

COUNTY AND CITY RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE OF THE SITE OR PROPERTY AND DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING THAT ARE

COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS AGREEMENT. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. CITY AND COUNTY WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

Section XIV. ENTIRETY

This contract contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

Section XV. SEVERABILITY

In case any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalidity, illegality or unenforceable provision had never been contain herein.

Section XVI. AUTHORITY

The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect. By entering into this Interlocal Contract, the parties do not create any obligations, express or implied, other than those set forth herein, and this contract shall not create any rights in parties not signatories hereto.

Section XVII. REMEDIES

No right or remedy granted herein or reserved to the parties, is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

Section XVIII. NOTICES

Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether

actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The initial address for notice is as follows:

If to the County of Nacogdoches:

County Judge
101 West Main Street Suite 170
Nacogdoches, Texas 75961
Facsimile: 936/560-7841
Phone: 936/560-7755

If to the City of Nacogdoches:

City Manager
P.O. Box 635030
Nacogdoches, Texas 75963
Facsimile: 936/559-2912
Phone: 936/559-2501

Executed by the City of Nacogdoches acting by and through its City Manager and the County of Nacogdoches acting by and through its County Judge in the manner required by each respective entity, or otherwise as required by law, on the date herein below specified.

COUNTY OF NACOGDOCHES

CITY OF NACOGDOCHES

Joe English, County Judge

James P. Jeffers, City Manager

Date

Date

ATTEST:

ATTEST:

County Clerk

City Secretary

Date

Date

**CITY OF NACOGDOCHES
AGENDA INFORMATION SHEET:**

PROJECT: Authorize Interlocal Agreement with Nacogdoches County for Assistant Municipal Court Prosecutor services

MEETING DATE: April 3, 2012

DESCRIPTION: City Municipal court bench and jury trials have increased steadily over the years. For the past 1-1/2 to 2 years Stephanie Stephens, former District Attorney, has assisted the City Attorney in case analysis and prosecution. She has now joined the County Attorney's staff. This Interlocal Agreement contracts with the county for assistance in Municipal Court prosecution on an as-needed basis and at the same \$100.00 per hour rate formerly paid Stephanie Stephens

COST: Same as current expenditures

BUDGET AMENDMENT REQUIRED?: No

FUNDING: Acct. Name & No. Original Budget Requested

RECOMMENDED

ACTION: Authorize Interlocal Agreement with Nacogdoches County for Asst. Municipal Court Prosecutor Services.

CITY CONTACT: City Attorney, Rob Atherton

ATTACHMENTS: None

CITY OF NACOGDOCHES AGENDA INFORMATION SHEET:

PROJECT: Consider an Ordinance amending Ordinance No. 1576-9-11 to amend the FY 2011-12 budget to allow expenditure of funds given to the Judy B. McDonald Nacogdoches Public Library from the estate of Connie L. Moses.

MEETING DATE: April 3, 2012

DESCRIPTION: The library received \$180,000 from the Connie L. Moses estate. The library wishes to use \$60,000 of those funds to establish a restricted endowment that will be administered by the city. Another \$106,029.96 would be used in the remaining fiscal year of 2011-2012 for purchases such as replacement of 9 public access computers, 2 early literacy computer stations in the children's department, the purchase of a handicapped accessible software and computer station, furniture purchase for the young adult section, purchase of digital announcement sign for the young adult section, costs to SFASU's Steen Library for their technical services staff to assist the public library in complying with the state requirement of implementing the Navigator software that provides inter-library loan services, replacement of the library's roof, and the purchase of library books and materials.

The remaining \$13,970.04 would be used in the following fiscal year of 2012-2013 for the replacement of the circulation desk and other library furniture.

COST: None

SCHEDULE: Remaining Fiscal Year 2011-2012 and Fiscal Year 2012-2013.

RECOMMENDED ACTION: Authorize the finance director to make a budget amendment to authorize the expenditure of these funds.

CITY CONTACT: Mercedes Franks, Interim Library Director- 559-2970, franksm@ci.nacogdoches.tx.us

ATTACHMENTS: Spreadsheet of budget breakdown.

Connie L. Moses Bequest- \$180,000 Budget							
CATEGORIES		Budget Code	unit cost	# units	Cost	FY 2011-2012	Future
Endowment Fund	Begin endowment fund to be administered by the city.					\$ 60,000.00	\$ 60,000.00
		Reserve item					
Children							
	headphones for library customers to use	610.00	Small Tools & Equipment	\$ 25.99	4	103.96	
	bean bag chairs	610.35	Office Equipment	\$ 150.00	3	450.00	
	literacy station computers for children's room	610.35	Office Equipment	\$ 3,000.00	2	6,000.00	
	puppet theatre	610.35	Office Equipment			230.00	
	puppets	610.35	Office Equipment			375.00	
	Every Child Ready to Read Kit	610.65	Books & Materials	\$ 185.00	2	370.00	
Childrens subtotal						\$ 7,528.96	\$ 7,528.96
Teens							
	digital frame (messge board)	610.00	Small Tools & Equipment			650.00	
	Rocker chair with electrical outlets	610.35	Office Equipment			185.00	
	short reference bookshelf	610.35	Office Equipment	\$ 600.00	2	1,200.00	
	teen sofa	610.35	Office Equipment			750.00	
	electrical drop	620.00	Building & Maintenance			500.00	
Teens subtotal						\$ 3,285.00	\$ 3,285.00
Technology							
	headphones for public use-- 24 pack from Demco	610.00	Small Tools & Equipment	\$ 145.00	1	145.00	
	wireless access point in ceiling	610.35	Office Equipment	\$ 90.00	1	90.00	
	Designated computer for customers with disabilities	610.35	Office Equipment	\$ 650.00	1	650.00	
	Replace computers 9 public computers (2, 3, 4, 5, 6, 9, 15, 17, 19)	610.35	Office Equipment	\$ 650.00	9	5,850.00	
	replace public print server	610.35	Office Equipment	\$ 650.00	1	650.00	
	JAWS software- handicap accessible software that reads & enlarges text	620.10	Office & Data- software	\$ 1,300.00	1	1,300.00	
Techn. subtotal						\$ 8,685.00	\$ 8,685.00
Building Repairs							
	Digital sign- indoors	610.00	Small Tools & Equipment			650.00	650.00
	ice machine for use by Recreation Center & Library	610.00	Small Tools & Equipment			950.00	950.00
	replacement of projector bulb in meeting room	610.00	Small Tools & Equipment	\$ 221.00	1	221.00	221.00
	signage library interior	610.00	Small Tools & Equipment			300.00	300.00
	Future computer replacements	610.35	Office Equipment	\$ 650.00	5	3,250.00	3,250.00
	new circulation desk	610.35	Office Equipment			3,300.00	3,300.00
	office chair from Staples	610.35	Office Equipment	\$ 85.00	1	85.00	85.00
	purchase folding chairs for meeting room	610.35	Office Equipment	\$ 25.00	25	625.00	625.00
	table for circulation area	610.35	Office Equipment			950.00	950.00
	additional electrical drops from ceiling to provide more outlets	620.00	Building & Maintenance			750.00	750.00
	carpentry costs to install ice machine	620.00	Building & Maintenance			500.00	500.00
	Future building repairs	620.00	Building & Maintenance			6,670.04	6,670.04

CATEGORIES	Budget Code	unit cost	# units	Cost	FY 2011-2012	Future
library roof replacement	620.00 Building & Maintenance			45,000.00	45,000.00	
Plaque honoring Connie Moses	620.00 Building & Maintenance	\$ 150.00	1	150.00	150.00	
Building subtotal				\$63,401.04	\$ 49,431.00	\$ 13,970.04
Interlibrary loan & Catalog	630.72 Special Services SFASU Steen Library			\$ 4,500.00	\$ 4,500.00	
Cost to SFA Steen Library to get us on Navigator Interlibrary Loan System* *Requirement of Texas State Library & Archives for accreditation.						
Collection						
reading incentives- backpacks, school supplies, or other prizes	610.00 Supplies			600.00		
books & materials purchases for the library collection	610.65 Books & Materials			15,000.00		
First Book Marketplace low cost books to give away as reading incentives** ** Can be used in conjunction with other departments' activities.	610.65 Books & Materials			2,000.00		
E-Books/ E-Audio books subscription services	630.78 Subscriptions-- databases			15,000.00		
Collection subtotal				\$32,600.00	\$ 32,600.00	
Summary of Expenditures						
\$ 60,000.00	Endowment FY 2011-2012	\$ 166,029.96	\$ 13,970.04	\$ 180,000		
		FY 11/12	FY 12/13	Total		
7,528.96						
3,285.00						
\$ 8,685.00						
\$ 49,431.00						
\$ 4,500.00						
\$ 32,600.00						
\$ 106,029.96	Total of all FY 2011-2012 expenditures not including the endowment					

CITY OF NACOGDOCHES AGENDA INFORMATION SHEET:

PROJECT: EXECUTIVE SESSION - Deliberation regarding real property - Discuss acquisition of the previous Texas National Guard Armory located at 1028 Armory Drive, Nacogdoches, Texas, as per G.C. Sec. 551.072.

MEETING DATE: April 3, 2012

DESCRIPTION: The property, which is adjacent to the A.L. Mangham Jr. Regional Airport, consists of approximately 4.99 acres and one building - 10,776 square feet constructed in 1955. The property is outside the city limits. Any mineral rights, if owned, will be retained. As of August 2011, the appraised market value of the property was \$215,000.

COST: Bid amount to be determined, if any.

BUDGET AMENDMENT REQUIRED?: Yes, if bid is submitted to the Adjutant General's Department.

FUNDING FROM CURRENT BUDGET

FUNDING: General Fund. A deposit of no less than 10% of the bid amount is required.

SCHEDULE: The bid opening date is 2:00 p.m., May 30, 2012, in Austin, Texas.

RECOMMENDED ACTION: City Council discuss potential uses for the Texas National Guard Armory and what the City's bid, if any.

CITY CONTACT: Jim Jeffers, City Manager, (936) 559-2501
jjeffers@ci.nacogdoches.tx.us

ATTACHMENTS: None.